

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>William Allen</td> <td>02/02/2011</td> </tr> <tr> <td>Robert Williamson</td> <td>02/02/2011</td> </tr> </tbody> </table>		Name	Execution Date	William Allen	02/02/2011	Robert Williamson	02/02/2011						
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RECEIVING PARTY DATA													
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PROPERTY NUMBERS Total: 1													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11631954</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11631954								
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Application Number:	11631954												
CORRESPONDENCE DATA													
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>													
Correspondent Name:	Arent Fox LLP												

OP \$40.00 11631954

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ATTORNEY DOCKET NUMBER:	025538-00106
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NAME OF SUBMITTER:	Tarik M. Nabi
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Total Attachments: 11

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Dated *12th FEBRUARY* 2011

WILLIAM ALLEN & ROBERT WILLIAMSON (ASSIGNORS)

DEREK SMYTH & LAUREN SMYTH (ASSIGNEES)

**DEED OF ASSIGNMENT
of Patent Applications**

ADDLESHAW GODDARD

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Between

- (1) **William Allen** of 51 Redshanks Road, St Marys Island, Chatham Maritime, Kent ME4 3NX and **Robert Williamson** of 11 Tarland House, Bayhall Road, Tunbridge Wells, Kent TN2 4TP (the **Assignors**, each being an **Assignor**), and
- (2) **Derek Smyth** and **Lauren Smyth** both of Harveys Barn, Wolsleys Chase, Duton Hill, Dunmow CM6 2DU (the **Assignees**, each being an **Assignee**).

Whereas

- (A) The Assignors together with the Assignees are the applicants for an European patent application particulars of which are set out in the schedule.
- (B) A US patent application particulars of which are set out in the schedule has also been filed.
- (C) Each of the Assignors has agreed to assign all his right, title and interest in the European patent application and the US patent application together with certain intellectual property rights to the Assignees upon the terms and conditions set out below.

It is agreed

1 Definitions

- 1.1 **Applications** means the patent applications short particulars of which are set out in the schedule

Assigned Know-how means all Know-how relating to the Inventions

Assigned Rights means the Applications and all Intellectual Property Rights in any of the Inventions and/or Assigned Know-how

Intellectual Property Rights means, patents, registered designs, copyright, design rights, semiconductor topography rights, database rights, petty patents, patent designs, utility models, rights in confidential information, rights in Know-how, rights in trade secrets and any other intellectual property rights of whatever nature subsisting at any time in any part or the world and all similar rights subsisting at any time in any part of the world (including without limitation those subsisting at any time in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies), in each case whether registered or unregistered and including applications for and rights to apply for protection of the same and any renewals, extensions, continuations re-issues or divisions thereof in any part of the world

Invention(s) means any invention(s) (whether patentable or not) described in the specifications and/or claims of any of the Applications

Know-how means any methods, techniques, processes, discoveries, inventions (whether patentable or not), specifications, formulae, designs, plans, component designs, manufacturing processes, databases, works of authorship, computer programs, designs, drawings, blueprints and reports, technical information and know-how of whatever nature including all test data, test results, results of analyses

- 1.2 References to clauses and schedules are to the clauses hereof and the schedules hereto.

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- 1.3 Wording importing the masculine, feminine or neuter genders include the other genders.
- 1.4 Words in the singular include the plural and vice versa.
- 1.5 The headings in this Agreement are for reference only and do not limit or affect the interpretation thereof.
- 1.6 References to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 Assignment

In consideration of the sum of £60,000 now paid by the Assignees to the Assignors (receipt of which the Assignors hereby acknowledge) each of the Assignors with full title guarantee hereby assigns to the Assignees to hold unto the Assignees absolutely in equal and undivided shares:

- (a) his right, title and interest in and to the Applications and all rights powers privileges and immunities arising or accruing in relation to them to the intent that the grant of any patents pursuant to the Applications shall be in the name of and shall vest in the Assignees; and
- (b) in respect of any and each of the Applications:
 - (i) his right to claim priority from and to prosecute and obtain grant of patent; and
 - (ii) his right to file divisional applications based thereon and to prosecute and obtain grant of patent on each and any such divisional application;
- (c) his right to extend to or register in or in respect of any country or territory in the world each and any of the Applications and each and any of the applications filed as aforesaid;
- (d) his entitlement in respect of any patents granted pursuant to any of the Applications or any of the applications filed as aforesaid;
- (e) his right, title and interest in and to all Intellectual Property Rights in any of the Inventions and/or Assigned Know-how; and
- (f) his right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any patents granted on any of the Applications or any of the applications filed as aforesaid or any of the Intellectual Property Rights referred to in clause 2(e), whether occurring before on or after the date of this assignment

free from any liens, charges and encumbrances.

3 Advice and information

In the event that the validity or ownership of any patent granted pursuant to the Applications or the patentability or ownership of any of the Applications is challenged on any point upon which either of the Assignors has or could obtain information or could give advice which may assist in defeating or reducing the effect of such challenge the Assignor in question shall

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supply or procure the supply of such information and/or advice without unreasonable delay but subject to the right to claim reimbursement from the Assignees of all reasonable out of pocket expenses incurred in doing so.

4 Assistance with the Applications

At the request and cost of either of the Assignees, the Assignors shall assist in the prosecution of the Applications until grant and will execute all documents and do all acts and things as may be necessary or proper to obtain the acceptance of the Applications and procuring the grant of patents under them. In the event that the Comptroller of Patents in the United Kingdom or his foreign counterpart sends observations or requisitions to the Assignees the Assignors shall render to the Assignees all necessary information advice and assistance within its power with a view to satisfying the Comptroller (or his foreign counterpart) that a patent substantially in the form applied for should be issued.

5 Warranties, representations and undertakings

5.1 Each of the Assignors hereby warrants and represents to each of the Assignees that:

- (a) the Applications are subsisting, have not lapsed for want of the applicant taking any necessary step or paying any fee and that the details of them contained in the schedule are correct;
- (b) he has not done or omitted to do and will not do or omit to do anything whereby the Applications may be declared void terminated struck off the register rectified or restricted or rejected;
- (c) he is entitled to be registered as proprietor of the inventions or improvements the subject of the Applications free of all licences charges liens encumbrances or equities;
- (d) so far as he is aware, the Inventions do not infringe the claims of any other patent or patent application;
- (e) so far as he is aware, there is no litigation or pending application before any registry or court of competent jurisdiction affecting the Assigned Rights nor is he aware that any such is threatened;
- (f) he is not aware of any prior art or any fact by virtue of which any patent granted pursuant to the Applications or any claim in them may be declared invalid or on account of which any claim ought to be amended;
- (g) the Assignees shall have and enjoy the Inventions free from all encumbrances and uninterrupted by the Assignors and any persons claiming under or through or in trust for them;
- (h) subject to clause 5.2, the Assignors are the joint legal and beneficial owners of a half share in and to the Applications and no person (other than the Assignees) has any right, title or interest in any of the Applications;
- (i) without prejudice to any earlier vesting of any right, title and interest in the US application in the Assignees, upon this Deed coming into effect the Assignees will be the joint legal and beneficial owners of all rights, title and interest in and to each of the Applications and no other person other than the Assignees will have any right, title or interest in any of the Applications.

- (j) no rights have been granted to any person to use or otherwise exploit the Assigned Rights;
- (k) he is not aware of any wrongful or unauthorised use of any of the Assigned Rights; and
- (l) so far as he is aware, the exploitation of any of the Assigned Rights will not infringe the rights of any person.

5.2 The Assignors shall not be in breach of clause 5.1 (h) by reason of any right, title and interest in and to the US application having vested in the Assignees prior to the coming into force of this Deed, if and to the extent any such right, title and interest has been previously transferred to the Assignees.

5.3 If notwithstanding clause 5.1 any licence, consent or permission has been granted or agreed to be granted by the Assignors, or either of them, in respect of any of the Inventions, Applications and/or any Assigned Rights the Assignors shall, at the request of the Assignees, or either of them, do (and procure the performance of) such further acts and things and execute and deliver (and procure the execution and delivery of) such documents as the Assignees, or either of them, may request to terminate with immediate effect any such licence, consent or permission.

5.4 Each Assignor agrees that he shall not in future use or otherwise exploit the Assigned Rights or any other improvements or inventions (whether patented or not) relating to them

6 Confidentiality

6.1 Subject to clause 6.2 at all times hereafter, each of the Assignors shall keep secret and confidential the Assigned Know-how. Each Assignor undertakes that it shall not disclose to any person or use the Assigned Know-how without the Assignees' prior written consent.

6.2 The obligations of confidentiality under clause 6.1 shall not apply to any information or material which is in the public domain or subsequently enters into the public domain other than by reason of a breach of this Assignment or any other obligation of confidence owed by the Assignors to the Assignees.

6.3 Each of the Assignors acknowledge and agree that each of the Assignees may use and disclose, and authorise others to use and disclose, the Assigned Know-how as the Assignees or either of them in their absolute discretion think fit.

7 Further Assurance

7.1 Each of the Assignors shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which either Assignee requests to vest in the Assignees the full benefit of the right, title and interest assigned to the Assignees under this Agreement, including (without limitation):

- (a) registration of the Assignees as applicants for the Applications;
- (b) assisting the Assignees in obtaining, defending and enforcing the patents pursuant to the Applications.

7.2 Each of the Assignors hereby appoints the Assignees to be their attorneys to execute and do any such instrument or thing, and generally to use their names, for the purpose of giving the

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Assignees the benefit of this Agreement. The Assignors acknowledge in favour of a third party that a certificate in writing signed by either of the Assignees or any person appointed in accordance with clause 7.4 that any instrument or act falls within the authority conferred by this Agreement shall be conclusive evidence that such is the case.

7.3 This power of attorney is irrevocable as long as the obligations of the Assignors (or either of them) under this Agreement remain undischarged.

7.4 Without prejudice to clause 7.2, either of the attorneys may, in any way he thinks fit and in the name and on behalf of the Assignors:

- (a) take any action that this Agreement requires the Assignors (or either of them) to take;
- (b) exercise any rights which this Agreement gives to the Assignors (or either of them); and
- (c) appoint and remove one or more substitute attorneys with full power as the Assignors' attorney on terms that the attorney thinks fit.

7.5 The Assignors must ratify and confirm everything that either of the attorneys and any substitute attorney does or arranges using the powers granted under this clause.

8 Assignment

8.1 No right or obligation of the Assignors (or either of them) arising under this Agreement (or any document entered into pursuant to or in connection with it) may be sub-licensed, assigned, transferred or otherwise disposed by either of the Assignors, in whole or in part, without the prior written consent of both of the Assignees.

8.2 Each of the Assignees may assign the benefit of this Agreement (and/or any document entered into pursuant to or in connection with it), in whole or in part, at any time on one or more occasions to any third party.

9 Waiver

The rights of either party arising out of any provision of this Agreement or any breach thereof shall not be waived except in writing. Any waiver by either party of any of its rights under this Agreement or any breach of this Agreement shall not be construed as a waiver of any other rights or of any other or further breach.

10 Amendments

The provisions of this Agreement may not be varied otherwise than by written agreement between the parties.

11 Joint and several

All obligations and liabilities of the Assignors shall be joint and several.

12 Remedies cumulative

The rights of each party under this Agreement may be exercised as often as needed, are cumulative and apply in addition to its rights under the general law and may be waived only in writing and specifically. Not exercising or delay in exercising any right is not a waiver of that right.

13 Counterparts

This Agreement may be executed in any number of counterparts. This has the same effect as if the signatures were on the same original of this Agreement.

14 Severability

The parties intend each provision of this Agreement to be severable and distinct from the others. If a provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, the parties intend that the legality, validity and enforceability of the remainder of this Agreement shall not be affected.

15 Law

- 15.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by, and construed in accordance with, English law.
- 15.2 Each of the parties hereby submits to the non-exclusive jurisdiction of the English courts in relation to all matters arising out of or in connection with this Agreement.

Executed as a deed by the parties but not delivered until the date hereof

The Schedule

The Applications

Country	Description	Application No.	Filing Date	Publication Number	Publication Date	Status
EP	A Method of Laying a Floor Covering	005758042.5	05/07/05	1768527	04/04/07	Pending
US	A Method of Laying a Floor Covering	11/631954	11/10/07	2008/0190042	14/8/08	Pending

Executed as a deed by William Allen

in the presence of

Signature of witness

Name DAVID SWAIN

Address 8 PHALAROE WAY
ST MARYS ISLAND, CHATHAM
KENT, ME4 3JP

Executed as a deed by Robert Williamson

in the presence of

Signature of witness

Name IAN TANNER

Address 32 MARINE VIEW
ST MARYS ISLAND
KENT ME4 3LA

Executed as a deed by Derek Smyth

in the presence of

Signature of witness

Name JANICE BRAYLEY

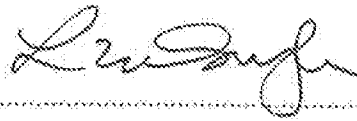
Address 23 BLUEMANS

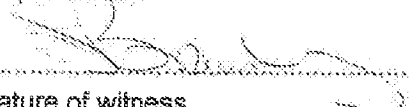
NORTH HAILD ESSEX CM16 6EU

Executed as a deed by Lauren Smyth

in the presence of

)
)
)




Signature of witness

Name JAWICE BRAYLEY

Address 23 BLUEMANS

NORTH WEAUD ESSEX CM16 6EU